

DIVISION OF LOCAL GOVERNMENT SERVICES

SHARED SERVICES AGREEMENT

COVER SHEET

PROVIDER: CAMDEN COUNTY COUNTY: CAMDEN

RECIPIENT: CHERRY HILL TWP. COUNTY: CAMDEN

BRIEF DESCRIPTION OF SERVICE:

COUNTY TO FUND TOWNSHIP FOR CERTAIN
ENHANCEMENTS TO DECOU PLAYGROUND

EFFECTIVE DATE: 11/14/16

EXPIRATION DATE: 11/14/17

ESTIMATED COST SAVINGS

TO BE ACHIEVED OVER THE TERM OF THE AGREEMENT TBD

Please submit this cover sheet with shared service agreement either via email to EGG@dca.state.nj.us or hard copies may be mailed to the Division of Local Government Services at PO Box 803, Trenton, NJ 08625-0803. Mailed correspondence should be sent to the attention of Shared Services.

SHARED SERVICES AGREEMENT
BY AND BETWEEN
THE COUNTY OF CAMDEN
AND
THE TOWNSHIP OF CHERRY HILL

THIS DOCUMENT constitutes a Shared Services Agreement pursuant to N.J.S.A. 40A: 65-1 et seq. entered into between the County of Camden, a body politic and corporate of the State of New Jersey with offices located at 520 Market Street, Camden, New Jersey 08102, (**County**), and the Township of Cherry Hill, a body of politic and corporate of the State of New Jersey with offices located at 820 Mercer Street, Cherry Hill, New Jersey 08002 (**Township**). The date of execution of this Agreement is the *14* day of *NOV*, 2016.

WITNESSETH:

WHEREAS, the need exists within the County of Camden (**County**) and its municipalities for the development and/or enhancement of local recreation facilities; and

WHEREAS, the Township of Cherry Hill (**Township**) desires to make certain enhancements to DeCou Playground (**subject facility**);

WHEREAS, the **Township** desires to acquire funding which would permit it to make said enhancements to the **subject facility**; and

WHEREAS, the **County** desires to fund, in an amount not to exceed \$25,000.00, certain enhancements to the **subject facility** by the **Township**, in accordance with the approved work plan (**work plan**) which is attached hereto, in order that the citizens of the **County** may benefit from increased recreational opportunities within the **County**; and

WHEREAS, the **Township** agrees to indemnify and hold harmless the County of Camden, its agents, servants, and employees from any and all liability relating to said enhancements to the **subject facility**, together with their ownership and use; and

WHEREAS, by resolution adopted July 21, 2016, the Board of Freeholders of the County of Camden authorized the execution of any necessary contractual documents to implement the recommendations of the Camden County Open Space Preservation Trust Fund Advisory Committee with respect to Round 16 - Recreation Facility Enhancement funding, now, therefore,

IN CONSIDERATION of the mutual promises set forth herein, the parties hereto agree as follows:

1. TERM

This Agreement shall be for a one (1) year period commencing upon the date of the execution of this Agreement.

2. TOWNSHIP'S RESPONSIBILITIES

The **Township** shall negotiate with contractors for any and all goods and services necessary to implement work at the **subject facility** as said goods and services relate to the approved **work plan** and shall provide the **County** with a copy of all agreements with contractors for said goods and services in addition to copies of all applicable invoices from said contractors. Upgrades to playground equipment and surfaces shall conform with standards set forth by the Consumer Products Safety Commission as required by New Jersey law.

The **Township** may use any funds provided by the **County** only for the purposes stated within the **work plan**. The **Township** must provide the **County** with copies of all contracts and other documents identified above which relate to said **work plan**. A completed **Recreation Facility Enhancement Grant Payment/Reimbursement Request Form (Attachment I)**, must accompany all request(s) for release of funds. No funds will be released unless/until this completed form is received by the **County**.

The **Township** agrees to allow the **County** to place a sign at the **subject facility** identifying the **subject facility** as a beneficiary of funds from the Camden County Open Space Preservation Trust Fund.

3. COUNTY'S RESPONSIBILITIES

Upon receipt of a contract(s) for work contained in the **work plan**, the **County** shall pay to the **Township** the sum of said contract(s) or a percentage thereof, for the purpose of permitting the **Township** to implement the **work plan**. The amount paid shall not exceed the amount for said work identified in the **Township's** application submitted to the **County** for Round 16 - Recreation Facility Enhancement funding, nor shall it exceed \$25,000.00 in the aggregate. Any balance from the original appropriation of funds which remains after all work identified in the **work plan** has been completed, shall remain with the **County**.

4. ADHERENCE TO LOCAL PUBLIC CONTRACTS LAW

In accordance with N.J.S.A. 40A:65-9, if any party performing a service on behalf of another party or parties to this Agreement utilizes the services of a private contractor to perform all or most of such service, or all or most of a specific and separate segment of the services so contracted for, such party shall be required to award the Agreement for the work to be performed by a private contractor under such Agreement in accordance with the "Local Public Contracts Law" (N.J.S.A. 40a: 11-1 et seq.)

5. AUDIT

Pursuant to the Single Audit Act of 1984, the **Township** agrees to permit the **County** and/or its agents to examine any and all records relevant to this Agreement and shall make the same available upon demand at a reasonable time and place for the purpose of auditing the records, reports and documents relative to this Agreement.

6. RIGHT TO INSPECT

The **Township** shall permit the **County** or its authorized representative to make visits to the site during implementation of the **work plan** in order to assure the **Township's** compliance with the terms of this Agreement.

7. INDEMNIFICATION

The **Township** shall indemnify, hold harmless and defend the **County**, its employees, officers and agents, from and against all liability, claims, suits, losses, damages, costs and demands, on account of bodily injury, including death or property damage, arising out of or connected with the work conducted pursuant to this Agreement.

8. INSURANCE

The **Township** shall provide and maintain during the term of this Agreement adequate insurance coverage for the work to be performed pursuant to this Agreement. Said insurance shall include but not be limited to general liability and workers compensation insurance, which includes limits, which are the same as those, procured by the **Township** for other types of activities.

9. NOTICE

All notice hereunder shall be in writing and mailed, postage paid, certified mail, return receipt requested to the **County** by directing the same to the County Administrator, 16th Floor, 520 Market St., Camden, NJ, 08102 and to the **Township** by directing the same to the Office of the Mayor, Township of Cherry Hill, 820 Mercer Street, Cherry Hill, New Jersey 08002

10. MISCELLANEOUS

The following provisions shall apply to this Agreement:

a. **Construction of this Agreement**

The parties acknowledge that this Agreement was prepared under New Jersey Law and shall therefore be interpreted under the laws of that State.

b. **Amendments**

This Agreement may not be amended, altered or modified in any manner except in writing signed by the parties hereto.

c. **Headings**

This section and or any other headings contained in this Agreement are for references only and shall not affect the meaning and interpretation of this contract.

d. **Invalid Clause**

The invalidity of any clause contained herein shall not render any other provision invalid and the balance of this Agreement shall be binding upon all parties hereto.

e. **Entire Agreement**

This Agreement shall consist of the entire Agreement of the parties and it is acknowledged that there are no side or oral agreements relating to this undertaking set forth herein.

f. **Assignability**

This Agreement and all rights, duties and obligations contained herein may not be assigned without the County's prior written permission.

g. **Affirmative Action**

The affirmative action provisions set forth in the documents attached hereto are incorporated herein and made a part hereof.

h. **Funding**

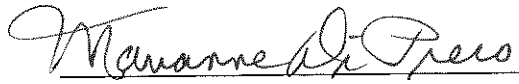
In accordance with the provisions of N.J.S.A. 40A: 11-15, this Agreement is subject to the availability and appropriation of sufficient funds in the year in which it is in effect.

i. Waiver

It is understood and agreed by the parties that a failure or delay in the enforcement of any of the provisions of this Agreement by either of the parties shall not be construed as a waiver of those provisions.

IN WITNESS WHEREOF, the parties hereto have placed their signatures and appropriate seals on the date and year mentioned on the face of this Agreement.

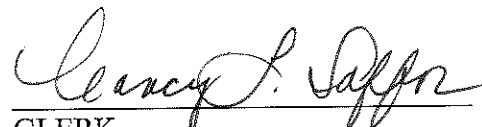
ATTEST:


CLERK,
BOARD OF FREEHOLDERS

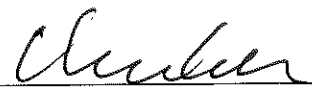
COUNTY OF CAMDEN


ROSS G. ANGILELLA
COUNTY ADMINISTRATOR

WITNESS:


CLERK,
TOWNSHIP OF CHERRY HILL

TOWNSHIP OF CHERRY HILL


Name: **CHARLES M. CAHN**
MAYOR
Title:

(OP-RECAGRE-Chill.RD16(DeCouPlaygrd))



**OPEN SPACE, RECREATION, FARMLAND AND HISTORIC
PRESERVATION TRUST FUND**

**DeCou Playground
(Round 16)**

Approved Work Plan

Task #1: Relocate existing playground equipment



Recreation Facility Enhancement Grant **Payment/Reimbursement Request Form**

The following payments/reimbursements are requested relative to the project listed below:

Project Name: _____

Applicant: _____

Funding Round: _____

Please specify the **Task #**, as identified in the **Approved Work Plan** contained in your **Project Agreement**, for each item for which payment/reimbursement is requested, and documentation included.

Task #	Item (i.e. fencing, field regrading, lighting etc.)	Payment/Reimbursement Requested
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____
_____	_____	\$ _____

TOTAL REQUESTED \$

Signature

Title

Date

Print Name